

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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IME WATCHDOG, INC.,

Plaintiff,

-against-

SAFA ABDULRAHIM GELARDI, VITO GELARDI,
GREGORY ELEFTERAKIS, ROMAN POLLAK,
ANTHONY BRIDDA, IME COMPANIONS LLC,
CLIENT EXAM SERVICES LLC, and
IME MANAGEMENT & CONSULTING LLC,

Defendants.

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I, Carlos Roa, pursuant to 28 U. S.C. § 1746, declare as follows:

1. I am the President of Operations of IME WatchDog, Inc. (hereinafter "Plaintiff") in the above-referenced case.

2. As such, I am familiar with all the facts and circumstances heretofore had herein based upon my personal knowledge and a review of documents I maintain at Plaintiff in addition to information I have learned from conducting research concerning the Defendants and their conduct.

3. I respectfully submit this declaration in support of (i) Plaintiff's motion for contempt; and (ii) Plaintiff's motion for attachment, and pursuant to CPLR § 6212 and Rule 16(f) of the Federal Rules of Civil Procedure (hereinafter referred to as "Rules" or "Rule"), for an Order seeking to have the proceeds from any sale of real property by Safa Abdulrahman Gelardi ("Safa") and Vito Gelardi ("Vito") (collectively hereinafter the "Defendants" or the "Gelardis") held in escrow to ensure that Plaintiff can collect from the Gelardis on anticipated judgments for, *inter alia*, attorneys' fees and costs.

4. Plaintiff respectfully submits that it states claims for a money judgment for which this Court has already concluded that Plaintiff is highly likely to succeed on. See, e.g., ECF Docket Entries 66, 80, Text Only Order on Motion for Preliminary Injunction dated April 5, 2022, and ECF Docket Entry 448.

5. Moreover, this Court has already found the Defendants in civil contempt of the Amended Injunction and the March 2023 temporary restraining Order (“TRO”), for which it has awarded Plaintiff attorneys’ fees and costs. See ECF Docket Entries 394 & 448.

6. Grounds for attachment of the Gelardis properties exist under CPLR § 6201(1) as the Gelardis are non-domiciliaries residing without the state as they reside in Texas.

7. On February 27, 2025, the Gelardis sold¹ their home located at 9 Woods End, Lake Harmony, PA 18624 (“Lake Harmony Property”). Public records establishing the sale that I obtained from the Carbon County, PA recorder of deeds are annexed hereto as **Exhibit “A.”**

8. With regard to the sale of the Lake Harmony Property, the Gelardis failed to comply with the Court’s March 8, 2024 Order directing them to “notify the Court within three (3) days of entering into any contract to sell their ownership interest in any other property [aside from 148 Clay Pit Road, Staten Island, NY], including the identity(ies) of the buyers and an anticipated closing date.”

9. Since the commencement of this action, the Gelardis have sold, and continue to sell their real estate holdings, and they have moved to Texas in order to evade an inevitable judgment. They have sold the following real estate since the commencement of this case:

¹ Based on my research, the Lake Harmony Property was purchased for \$315,000.00 in July 2019 with a \$283,500.00 mortgage and a down-payment of \$31,500.00. Assuming a five percent (5%) interest rate on the mortgage, the remaining principal balance was approximately \$250,000.00 in February 2025 when the property was sold following sixty-seven (67) monthly payments. Because the property was sold for \$390,000.00, the Gelardis profited approximately \$140,000.00.

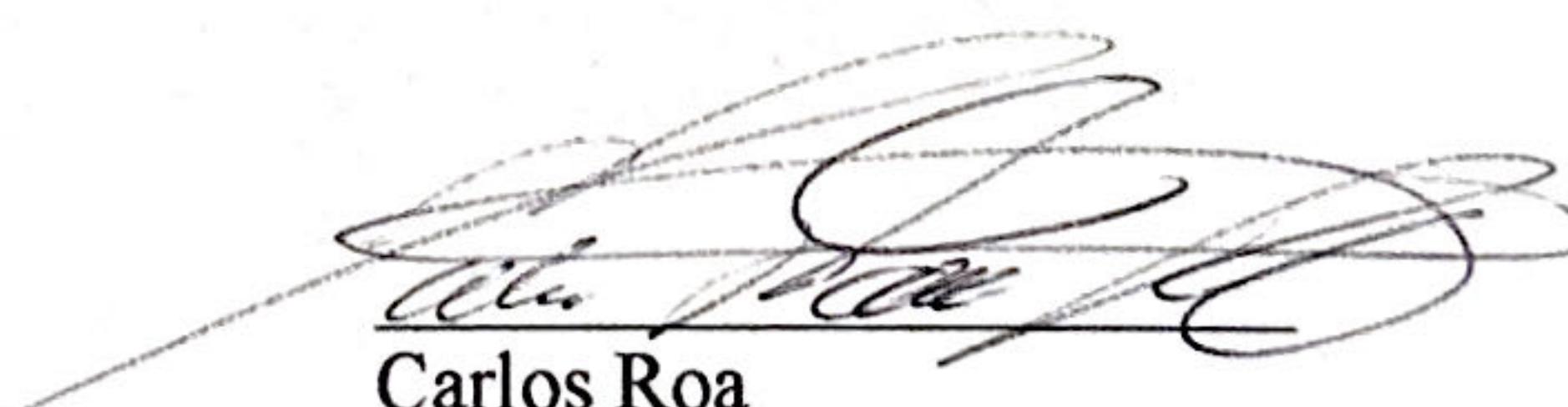
- 1523 N Hollywood St, Philadelphia, PA 19121 sold on December 5, 2023 for \$229,000 (https://www.zillow.com/homedetails/1523-N-Hollywood-St-Philadelphia-PA-19121/10317908_zpid/)
- 1475 Moon Valley Dr, Champions Gate, FL 33896 sold on December 15, 2023 for \$760,000 (https://www.zillow.com/homedetails/1475-Moon-Valley-Dr-Davenport-FL-33896/122987470_zpid/)
- 9 Woods End, Lake Harmony, PA 18624.

10. The Gelardis had a deal in place to sell 148 Clay Pit Road, Staten Island, NY (the “Staten Island Property”), but on March 1, 2024, the day after the Court directed the net proceeds from the sale of the Staten Island Property on February 29, 2024, the Gelardis entered into a Purchase Money Mortgage & Rent to Buy agreement as a blatant end-run around of this Court’s February 29, 2024 Order.

11. On April 30, 2025, I went onto trulia.com for the property 5265 Milford Road, East Stroudsburg, PA (the “East Stroudsburg, PA Property”) and it stated that the East Stroudsburg, PA Property was “Under Contract - Back Up Offers Only. HISTORIC Airbnb, Hastings House, Circa 1763!” A copy of a screenshot I took of same on April 30, 2025 is annexed hereto as **Exhibit B**. However, upon a search today, after we informed the Court about same, the listing was updated to remove this language.

12. Notably, Plaintiff is not seeking to prevent the Gelardis from selling any properties; we are merely seeking to have the proceeds from any sale held in escrow to ensure that Plaintiff and I can collect from Defendants on the anticipated judgment for attorneys’ fees and costs.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
May 2, 2025



Carlos Roa